

# Commercial Auto Insurance Policy



Erie Insurance Exchange®  
Erie Insurance Company

Members • Erie Insurance Group





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ERIE INSURANCE GROUP is proud to present this easy-to-read PIONEER COMMERCIAL AUTO INSURANCE POLICY. This important contract between YOU and The ERIE consists of this policy with coverage agreements, limitations, exclusions and conditions, a Declarations, plus any endorsements. It is written in plain, simple terms so that it can be easily understood. We urge YOU to read it.

This policy contains many XTRA PROTECTION FEATURES developed by The ERIE. Wherever an "X" appears in the margin of this policy, YOU receive XTRA PROTECTION, either as additional coverage or as a coverage that is not in most commercial auto policies.

The protection given by this policy is in keeping with the single purpose of our Founders: "To provide YOU with as near PERFECT PROTECTION, as near PERFECT SERVICE, as is humanly possible, and to do so at the LOWEST POSSIBLE COST."

## AGREEMENT

### ERIE INSURANCE EXCHANGE

In return for your timely premium payment, your compliance with all of the provisions of this policy, and your signing of a Subscriber's Agreement with Erie Indemnity Company and other Subscribers, we agree to provide the coverages you have purchased. Your coverages and limits of protection are shown on the Declarations, which are part of this policy.

Your signing the Subscriber's Agreement, which includes a limited power-of-attorney, permits Erie Indemnity Company, as Attorney-in-Fact, to make reciprocal insurance contracts between you and other Subscribers and otherwise manage the business of the Erie Insurance Exchange. This power-of-attorney only applies to your insurance business at the Exchange and is limited to the purposes described in the Subscriber's Agreement.

Your responsibility as a Subscriber is determined by this policy and the Subscriber's Agreement. You are liable for just the policy premiums charged and are not subject to any other assessment under the policy.

This agreement is made in reliance on the information you have given us and is subject to all the terms of this policy.

This policy, all endorsements to it, and the Subscriber's Agreement constitute the entire agreement between you and us.

### ERIE INSURANCE COMPANY AND ERIE INSURANCE PROPERTY AND CASUALTY COMPANY

In return for your timely premium payment and your compliance with all the provisions of this policy, we agree to provide the coverages you have purchased. Your coverages and limits of protection are shown on the Declarations which are part of this policy.

This agreement is made in reliance on the information you have given us and is subject to all the terms of this policy.

This policy and all endorsements to it constitute the entire agreement between you and us.

## DEFINITIONS

Throughout your policy and its endorsement forms, the following words have a special meaning when they appear in bold type:

- "accident" includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage.
- "Amended Declarations"--see definition of "Declarations".
- "anyone we protect" means any person or organization we specifically state is protected under the coverage being described. In the RIGHTS AND DUTIES - GENERAL POLICY CONDITIONS Section, "anyone we protect" means:
  1. you and
  2. persons or organizations listed under PERSONS WE PROTECT in the LIABILITY PROTECTION Section.
- "auto" means a land motor vehicle or trailer designed for use over public roads. It does not include mobile

equipment. Self-propelled vehicles with the following types of permanently attached equipment are autos, not mobile equipment:

1. equipment designed primarily for:
    - a. snow removal, except when the vehicle is maintained for use solely on or next to premises you own or rent;
    - b. road maintenance, but not construction or resurfacing;
    - c. street cleaning;
  2. cherry pickers and similar devices mounted on a motor vehicle and used to raise or lower workers; and
  3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment.
- "autos we insure" means autos that are defined in the AUTOS WE INSURE Section of this policy.



- "Continuation Notice"--see definition of "Declarations".
- "Declarations", "Amended Declarations", "Revised Declarations", "Reinstatement of Coverage" or "Continuation Notice" mean the forms which show your coverages, limits of protection, autos we insure, premium charges and other information. Such form is part of your policy.

An Amended Declarations shows you the policy has been changed. A Revised Declarations shows you the policy has been corrected. A Reinstatement of Coverage shows you the previously cancelled policy and coverages are back in force. A Continuation Notice shows you the policy is being continued for another policy period.

- "hired auto" means an auto that is defined under "Hired Autos" in the AUTOS WE INSURE Section of this policy.
- "insured contract" means:
  1. a lease of premises; or
  2. a sidetrack agreement; or
  3. any easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad; or
  4. an agreement to indemnify a municipality which is required by municipal ordinance. This does not apply to work performed for the municipality; or
  5. that part of any other contract or agreement pertaining to your business, (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for bodily injury or property damage to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
  6. that part of any contract or agreement entered into, as part of your business, relating to the rental or lease, to you or any of your employees, of an auto we insure. Such contract or agreement shall not be considered an insured contract to the extent that it obligates you or any of your employees to pay for property damage to any auto rented or leased to you or any of your employees.

An insured contract does not include that part of any contract or agreement that:

1. pertains to the loan, lease or rental of an auto to you or any of your employees if the auto is loaned, leased or rented with a driver; or
  2. holds a person or organization engaged in the business of transporting property by auto for hire harmless for your use of an auto we insure over a route or territory that person or organization is authorized to serve by public authority.
- "mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. vehicles maintained for use solely on or next to premises you own or rent;
  3. vehicles that travel on crawler treads;
  4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. power cranes, shovels, loaders, diggers or drills; or
    - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
  5. vehicles not described in 1, 2, 3 or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
    - b. cherry pickers and similar devices used to raise or lower workers;
  6. vehicles not described in 1, 2, 3 or 4 above that are self-propelled and are maintained primarily for purposes other than the transportation of persons or cargo.
- "non-owned auto" means an auto that is defined under "Non-Owned Autos" in the AUTOS WE INSURE Section of this policy.
  - "occupying" means in or upon, getting into or out of, or getting off.
  - "owned auto" means an auto that is defined under "Owned Autos" in the AUTOS WE INSURE Section of this policy.
  - "relative" means a resident of your household who is:
    1. a person related to you by blood, marriage or adoption; or
    2. a ward, foster child or other person under 21 years old in your care.
  - "Revised Declarations"--see definition of "Declarations".
  - "sound equipment" includes tape players, compact disc players, citizens band radios, two-way mobile radios or telephones, scanners and their accessories, attachments and antennas.
  - "suit" means a civil proceeding in which damages are alleged because of bodily injury or property damage to which this insurance applies. Suit includes:
    1. an arbitration proceeding, or
    2. any other alternative dispute resolution proceeding,
 alleging such damages, to which anyone we protect must submit or submit with our consent.
  - "trailer" includes semi-trailer.



## ADDITIONAL ERIE INSURANCE EXCHANGE DEFINITIONS

*The following words have a special meaning in policies issued by Erie Insurance Exchange when they appear in bold type:*

- **"Subscriber"** means the person who signed, or the organization that authorized the signing of, the Subscriber's Agreement.
- **"Subscriber's Agreement"** means the agreement, including limited power-of-attorney, among the Subscribers and the Erie Indemnity Company, as Attorney-in-Fact.

**"we", "us", "our"** and **"The ERIE"** means the Subscribers at Erie Insurance Exchange as represented by their common Attorney-in-Fact, Erie Indemnity Company.

**"you", "your"** and **"Named Insured"** means the Subscriber and others named in Item 1 on the Declarations. Except in the **RIGHTS AND DUTIES—GENERAL POLICY CONDITIONS** Section, these words include

the spouse of the Subscriber if a resident of the same household.

## ADDITIONAL ERIE INSURANCE COMPANY AND ERIE INSURANCE PROPERTY AND CASUALTY COMPANY DEFINITIONS

*The following words have a special meaning in policies issued by the Erie Insurance Company and Erie Insurance Property and Casualty Company when they appear in bold type:*

**"we", "us", "our"** and **"The ERIE"** means the Erie Insurance Company or the Erie Insurance Property and Casualty Company, whichever is stated on the Declarations.

**"you", "your"** and **"Named Insured"** means the person(s) or organization(s) named in Item 1 on the Declarations. Except in the **RIGHTS AND DUTIES—GENERAL POLICY CONDITIONS** Section, these words include your spouse if a resident of the same household.

## WHEN AND WHERE THIS POLICY APPLIES

This policy applies to accidents or losses that happen during the policy period in the United States of America, its territories and possessions, Puerto Rico, Canada or between their ports. The policy period is shown on the

Declarations, Amended Declarations, Revised Declarations, Reinstatement of Coverage or Continuation Notice. The policy period begins and ends at 12:01 A.M. standard time at the stated address of the Named Insured.

## AUTOS WE INSURE

The Declarations shows which of the following are autos we insure under this policy:

### 1. Owned Autos.

a. These are autos described on the Declarations, but only for coverages for which a premium charge is shown.

b. For liability coverages, owned autos also include:

1) a non-owned trailer while attached to an owned auto; and

2) any auto not owned by, furnished or available for the regular use\* of, and while driven by:

a) you;

b) your active partner and spouse residing in the same household;

c) your active executive officer and spouse residing in the same household; or

d) if you are a joint venture, your active member and spouse residing in the same household.

c. For auto physical damage coverages, owned autos include private passenger autos neither owned by you or a relative nor furnished or available for regular use\* by you or a relative, while driven by or in the control of, those listed in b. 2) above.

\*Autos hired, rented or borrowed for more than 30 consecutive days shall be considered furnished or available for regular use.

2. **Hired Autos.** These are autos you, or your employee while on your business, hire, rent or borrow for use in your business, but only for coverages for which a premium charge is shown. They cannot be owned by your employees or partners, or members of their households.

3. **Non-Owned Autos (Employer's Non-Ownership Liability).** These are autos you do not own, hire, rent or borrow that are used in your business, but only for coverages for which a premium charge is shown. This includes autos owned by your partners, employees or members of their households, but only while used in your business or personal affairs.

Although not shown on the Declarations, the following are also autos we insure:

4. **Temporary Substitute Autos.** These are autos not owned by you being temporarily used in place of owned autos. The latter must be unable to be driven for normal use due to breakdown, repair, servicing, loss or destruction.

5. **Newly Acquired Autos.** These are autos you acquired during the policy period. They may:

a. replace an owned auto; or

b. be additional autos we insure if, on the day such autos are acquired, we insure all autos you own.

You must tell us about newly acquired autos during the policy period in which the acquisition takes place. If replacement or addition is made within 30 days prior to the end of the policy period in which the acquisition takes place, you have 60 days after acquisition to tell us.



6. **Light Trailers.** These are trailers with a gross vehicle weight of less than 3500 pounds, that are designed for use on public roads.

When premiums are shown on the Declarations for owned autos, hired autos and non-owned autos, then liability coverages apply to *any* auto, unless expressly excluded on the Declarations.

## LIABILITY PROTECTION

### OUR PROMISE

Bodily Injury Liability

Property Damage Liability

We will pay all sums anyone we protect legally must pay as damages caused by an accident covered by this policy. The accident must arise out of the ownership, maintenance, use, loading or unloading of an auto we insure.

Damages must involve:

- X 1. bodily injury, meaning physical harm, sickness or disease including care, loss of services or resultant death; or
- 2. property damage, meaning damage to or loss of use of tangible property.

### ADDITIONAL PAYMENTS

We will make the following payments in addition to the limit of protection:

- X 1. court costs to defend or settle, as we believe proper, any claim or suit against anyone we protect, for damages covered under this section. Our payment of the limit of protection for a settlement, judgment, or deposit in court ends our duty to pay under this item.
- 2. expenses incurred to investigate and defend or settle, as we believe proper, any claim or suit against anyone we protect for damages covered under this section. Our payment of the limit of protection for a settlement, judgment, or deposit in court ends our duty to pay under this item.
- 3. post-judgment interest, but only that portion which accrues on that part of the judgment that does not exceed the limit of protection on a suit we defend. Our payment, offer in writing, or deposit in court of that part of the judgment which does not exceed the limit of protection ends our duty to pay the post-judgment interest which accrues after the date of our payment, written offer or deposit.
- X 4. prejudgment interest or delay damages awarded on that part of any judgment that does not exceed the limit of protection. If we offer in writing to pay the applicable limit of protection, we will not pay any prejudgment interest or delay damages for the period of time after the offer.
- 5. reasonable expenses anyone we protect may incur at our request to help us investigate or defend a claim

or suit. This includes up to \$100 a day for actual loss of earnings.

6. premiums on the following types of bonds, but not for bond amounts greater than the limit of protection:

- a. appeal bond in a suit we defend;
- b. bail bond (with a premium of \$500 or less) required due to an accident or related traffic violation involving an auto we insure; X
- c. attachment bond to release property of anyone we protect due to an accident or related traffic violation involving an auto we insure.

We have no duty to apply for or furnish such bonds.

- 7. reasonable costs for first aid to other people and animals at the time of an accident involving an auto we insure. X
- 8. reasonable lawyers' fees up to \$50 which anyone we protect incurs because of arrest, resulting from an accident involving an auto we insure. X

### PERSONS WE PROTECT

The term "anyone we protect" means any person or organization listed below:

- 1. You, for any auto we insure;
- 2. Anyone else while using an auto we insure with your permission, except:
  - a. the owner or anyone else from whom you borrow or hire an auto we insure. (This does not apply to a non-owned trailer connected to an owned auto.)
  - b. your employee if the auto we insure is owned by that employee or a member of the employee's household;
  - c. anyone who uses an auto we insure in a business that sells, repairs, services or parks autos, unless the business is yours;
  - d. anyone other than your employees, partners, a borrower or lessee or any of their employees, while loading or unloading an auto we insure;
  - e. your partner while using an auto owned by that partner or a member of his or her household and not described on the Declarations or an auto that does not replace one so described.
- 3. anyone legally responsible for the conduct of anyone we protect as described above, to the extent of that responsibility.



**LIMITATIONS ON OUR DUTY TO PAY****What We Do Not Cover - Exclusions****We do not cover:**

1. damages caused intentionally by or at the direction of anyone we protect.
2. liability assumed under any contract or agreement. This exclusion does not apply to liability for damages:
  - a. assumed in a contract or agreement that is an insured contract provided the bodily injury or property damage occurs after the execution of the insured contract.
  - b. that anyone we protect would have in the absence of the contract or agreement.
3. any obligation for which anyone we protect or their insurer may be held liable under a workers compensation, disability benefits or unemployment compensation law or any similar law.
4. bodily injury to:
  - a. an employee of anyone we protect arising out of and in the course of employment by anyone we protect; or
  - b. the spouse, child, parent, brother or sister of that employee as a consequence of bodily injury to the employee arising out of employment by anyone we protect.

**This exclusion applies:**

- a. whether anyone we protect may be liable as an employer or in any other capacity; and
- b. to any obligation of anyone we protect to share damages with or repay money someone else paid because of such bodily injury.

**This exclusion does not apply to:**

- a. bodily injury to domestic employees not entitled to workers compensation benefits; or
  - b. liability assumed by anyone we protect under an insured contract.
5. bodily injury to a fellow employee of anyone we protect arising out of and in the course of employment. (*In Maryland and West Virginia-- This exclusion does not apply to coverage up to the minimum limits mandated by the applicable state Compulsory Motor Vehicle Law.*)
  6. damage to property:
    - a. owned or transported by anyone we protect; or
    - b. in the care, custody or control of anyone we protect. Coverage does apply to household goods and premises.
  7. bodily injury or property damage that results from the handling of property:
    - a. before it is moved from the place where it is accepted by anyone we protect for loading into or onto an auto we insure; or
    - b. after it is unloaded from an auto we insure to the place it is finally delivered by anyone we protect.

8. bodily injury or property damage that results from moving property by a mechanical device (other than a hand truck) not attached to an auto we insure.

**9. bodily injury or property damage:**

- a. for which there is insurance under a nuclear energy liability insurance policy, even if the limits of protection under that policy have been used up;
- b. resulting from hazardous properties of nuclear material for which anyone we protect is required to maintain financial protection or is entitled to indemnity from the United States of America;
- c. resulting from hazardous properties of nuclear material if:
  - 1) it is at, discharged or dispersed from a facility owned by or operated by or for anyone we protect;
  - 2) it is contained in spent fuel or waste at any time owned, used, processed, stored, transported or disposed of by or for anyone we protect;
  - 3) arising out of the furnishing by anyone we protect of services or material in connection with the planning, construction, maintenance, operation or use of any nuclear facility. If the facility is located within the United States of America, its territories or possessions, Puerto Rico or Canada, this part 3). excludes only property damage to the facility and other property on the site.

Property damage includes every form of radioactive contamination.

10. bodily injury or property damage resulting from the operation of any equipment listed in paragraphs 2. and 3. of the definition of auto.
11. bodily injury or property damage that results from your work after it has been completed or abandoned.

**Your work means:**

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representation made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- a. When all of the work called for in your contract has been completed.
- b. When all the work to be done at the site has been completed if your contract calls for work at more than one site.
- c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.



12. an auto we insure while being used in any prearranged or organized racing, speed or demolition contest, stunting activity or similar activities, or in practice for any such activities.
13. bodily injury or property damage that results from the handling, use or condition of any product made, sold or distributed by anyone we protect if the accident happens after anyone we protect has given up possession of the product.
14. bodily injury or property damage that results from the delivery of:
  - a. any liquid into the wrong container; or
  - b. any liquid to the wrong address; or
  - c. one liquid for another.

This exclusion applies only after the delivery has been completed. Delivery will be deemed completed although further service, maintenance, correction, repair or replacement is required because of an error in delivery.

15. bodily injury to:
  - a. a person which arises out of:
    - 1) a refusal to employ the person;
    - 2) a termination of the person's employment; or
    - 3) other employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at the person; or
  - b. the spouse, child, parent, brother or sister of the person as a consequence of bodily injury to the person at whom any of the employment-related practices described above is directed.

This exclusion applies:

- a. whether anyone we protect may be liable as an employer or in any other capacity; and
  - b. to any obligation to share damages with or repay someone else who must pay damages because of the injury.
16. bodily injury to your spouse or your child, if a resident of your household from an accident caused in whole or in part by you.

This exclusion does not apply in Maryland, North Carolina, Pennsylvania or West Virginia.

17. bodily injury or property damage arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
  - a. that are, or that are contained in any property that is:
    - 1) being transported or towed by, or handled for movement into, onto or from an auto we insure;
    - 2) otherwise in the course of transit by anyone we protect; or
    - 3) being stored, disposed of, treated or processed in or upon an auto we insure.
  - b. before the pollutants or any property in which the pollutants are contained are moved from the

place where they are accepted by anyone we protect for movement into or onto an auto we insure; or

- c. after the pollutants or any property in which the pollutants are contained are moved from an auto we insure to the place where they are finally delivered, disposed of or abandoned by anyone we protect. Paragraph a. does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal hydraulic, mechanical or electrical functioning of an auto we insure or its parts, if:
  - 1) the pollutants escape, seep, migrate, or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and
  - 2) the bodily injury or property damage does not arise out of the operation of any equipment listed in paragraphs 2. and 3. of the definition of auto.

Paragraphs b. and c. of this exclusion do not apply to accidents that occur away from premises owned by or rented to anyone we protect with respect to pollutants not in or upon an auto we insure if:

- 1) the pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of an auto we insure; and
- 2) the discharge, dispersal, seepage, migration, release or escape of the pollutants is caused directly by such upset, overturn or damage.

18. any loss, cost or expense that may result from a request, demand, order, claim or suit by any governmental agency that you monitor, test for, clean up, remove, contain, detoxify, neutralize or otherwise respond to or assess the effects of pollutants. This exclusion does not apply to the exceptions in the two paragraphs at the end of exclusion 17.

For the purposes of exclusions 17 and 18, pollutants include, but are not limited to, any solid, liquid, gaseous or thermal irritant or contaminant. Some examples are acids, alkalis, chemicals, soot, fumes, vapor, smoke and waste. Waste includes, but is not limited to, substances to be reclaimed, reconditioned or recycled.

#### LIMITS OF PROTECTION

We will pay no more than the limit(s) shown on the Declarations for one auto in any one accident as explained below. It makes no difference how many persons we protect, autos we insure, claims are made or autos are involved in the accident.

If coverage is purchased on a "Split Limits" basis, your Declarations will show a *per* PERSON and *per* ACCIDENT limit for Bodily Injury Liability and a *per* ACCIDENT limit for Property Damage Liability. The *per* PERSON limit for Bodily Injury Liability is the most we will pay for damages arising out of and derived from bodily injury to one person in any one accident. The *per* ACCIDENT limit for Bodily Injury Liability is the most we will pay for damages arising out of and derived from



bodily injury to all persons resulting from any one accident, subject to the *per* PERSON limit. The *per* ACCIDENT limit for Property Damage Liability is the most we will pay for all property damage caused by any one accident.

If an individual's damages derive from bodily injury to another person injured in the accident, we will pay only for such derivative damages within the *per* PERSON limit available to the person injured in the accident.

If coverage is purchased on a "Single Limit" basis, your **Declarations** will show a *per* ACCIDENT limit for Bodily Injury Liability and Property Damage Liability. This is the most we will pay for all damages arising out of and derived from bodily injury and property damage caused by any one accident.

We will not duplicate payments for the same elements of loss under this coverage and Medical Payments Coverage, First Party Benefits Coverage, Personal Injury Protection Coverage, Uninsured Motorists Coverage or Underinsured Motorists Coverage.

#### EXTRA PROTECTION WHEN TEMPORARILY OUT OF STATE

When the laws of a state where an auto we insure is temporarily being used require higher limits and/or more coverages than shown on the **Declarations**, your limits and coverage(s) will comply with the minimum requirements of such laws. State includes the District of Columbia, a territory or possession of the United States of America, Puerto Rico or a province of Canada.

The insurance under this provision will be reduced by any other valid and collectible insurance under this or

any other auto insurance policy. We will not pay any person twice for the same elements of loss.

This Extra Protection does not apply to the limit(s) specified by any law governing motor carriers of passengers or property.

#### OTHER INSURANCE

This policy provides primary insurance for any owned auto. It is excess over any other collectible insurance on an auto we insure that you do not own up to the limit of protection for one auto.

Trailers that are autos we insure are an exception. Liability protection provided by this policy for such trailer:

1. is primary while attached to an owned auto;
2. is excess while attached to an auto you do not own.

If other insurance covers a hired auto, and it states that coverage is void if there is other available insurance, then this liability protection is void for that hired auto.

When there is other insurance applicable to the loss on the same basis, we will pay our share. Our share of the loss is the proportion that the limit of protection bears to the total of all applicable limits. We will never pay more than the limit of protection.

Any liability insurance for liability assumed under an insured contract is primary insurance. If other valid and collectible insurance applies to liability assumed under an insured contract, we will pay our share. Our share is the proportion that the limit of protection bears to the total of all applicable limits. We will never pay more than the limit of protection shown on the **Declarations**.

### PHYSICAL DAMAGE COVERAGES

*The following coverages are subject to the limits and deductibles shown on the **Declarations** unless otherwise indicated. Throughout this section, the word "loss" means direct and accidental damage or loss.*

#### COMPREHENSIVE COVERAGE - OUR PROMISE

X We will pay for loss to an owned auto and its equipment not caused by collision or upset. This coverage includes glass breakage (at your option) and contact with persons, animals, birds, missiles or falling objects. When only X your windshield is damaged, we will not subtract the deductible if the windshield is repaired rather than replaced.

#### FIRE AND THEFT COVERAGE - OUR PROMISE

We will pay for loss to an owned auto and its equipment by:

Explosion;

Fire and Lightning;

Sinking, burning, collision or derailment of anything carrying an owned auto;

Theft.

#### COLLISION COVERAGE - OUR PROMISE

We will pay for loss caused by collision or upset of an owned auto and its equipment.

We will not subtract the deductible if the accident is between an owned auto and another auto:

1. insured by the Erie Insurance Group.
2. not insured by the Erie Insurance Group, if:
  - a. the loss to the owned auto is greater than the deductible amount; and
  - b. the owner of the other auto has been identified; and
  - c. the owner or operator of the other auto is solely liable for the loss; and



- d. there is property damage liability insurance which protects anyone responsible for the loss.

For purposes of this deductible waiver provision, a tractor-trailer unit is considered to be one auto under this coverage.

#### ADDITIONAL PAYMENTS (NO DEDUCTIBLE APPLIES)

If Comprehensive coverage or Fire and Theft coverage and/or Collision coverage is purchased, we will pay, in addition to the loss to the auto we insure:

- X 1. all expenses needed to return to you a stolen auto we insure.
- X 2. transportation expenses resulting from a Comprehensive or Fire and Theft loss we cover. We will pay these expenses until:
  - a. the auto we insure is returned to you in usable condition; or
  - b. we offer settlement;
 whichever comes first. This payment will not exceed \$20 a day nor total more than \$600 per loss unless a higher limit is purchased. (No waiting period applies.)
- X 3. travel costs, including meals and lodging, anyone in an auto we insure pays because you were unable to reach your destination after loss under these coverages. Payment will not exceed \$75 per person per loss.
- X 4. all expenses necessary to replace a deployed air bag.

#### LIMITATIONS ON OUR DUTY TO PAY

#### WHAT WE DO NOT COVER-EXCLUSIONS

We will not pay for loss:

- X 1. confined to or resulting from wear and tear, freezing, mechanical or electrical breakdown or failure. We will pay for such damages resulting from a covered loss. We will pay for the burning of wiring.
- X 2. caused intentionally by or at the direction of you or a relative.
- X 3. to sound equipment unless permanently installed. Payment for loss to permanently installed sound equipment shall be limited to \$1000 unless installed in the opening of the dash or console normally used by the auto maker to install a radio. Payment for loss to tapes or compact discs will be limited to five tapes or compact discs in any one loss. When there is loss of tapes or compact discs by theft, we will pay for only one tape or compact disc, unless the entire auto is stolen.
- X 4. to fax machines, personal computers and peripheral equipment and similar electronic equipment that receives or transmits audio, visual or data signals.
- X 5. to radar detectors and other equipment designed to give advance warning of the operation of a speed-measuring device.

- 6. to tires caused by road damage, such as a blow-out or puncture, unless it results from another loss covered by this policy.
- 7. to an auto we insure because of destruction or confiscation by governmental authorities if you or a relative are involved in illegal activities.
- 8. caused by or resulting from any of the following. Such loss is excluded regardless of any other cause or event which contributes concurrently or in any sequence to the loss.
  - a. The explosion of any weapon employing atomic fission or fusion.
  - b. Nuclear reaction or radiation, or radioactive contamination, however caused.
  - c. War, including undeclared or civil war.
  - d. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents.
  - e. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 9. to an auto we insure while being used in any prearranged or organized racing, speed or demolition contest, stunting activity or similar activities, or in practice for any such activities.

#### LIMIT OF PROTECTION

We will pay the Actual Cash Value for loss to stolen or damaged property, but no more than:

- 1. the cost to repair or replace the property with other of like kind and quality; or
- 2. the Stated Amount that may be shown on the Declarations.

Actual Cash Value reflects fair market value, age and condition of the property at the time of loss.

The Comprehensive Coverage deductible does not apply to a fire or lightning loss.

An auto and attached trailer are considered two separate vehicles under these coverages, unless the loss occurs to both vehicles at the same time. Then, the highest applicable deductible will be applied to the loss. The limit of protection for loss to a non-owned trailer with a gross vehicle weight of less than 3500 pounds is \$1000.

An auto and its equipment are considered one auto under these coverages, including any deductible provision that applies. Equipment means that which is usual or incidental to the use of the auto as a vehicle and includes the following customized or individually adapted items when built or fit in or upon pickups or vans: furnishings, carpeting, insulation, wall coverings, interior wall decorations, TVs, TV antennas, beverage bars, additional air conditioning units, sink and ice box consoles; as well as murals, decals and graphics.



**APPRAISAL**

If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days after both appraisers have been identified, you or we can ask a judge of a court of record in the state where your principal office is located to select an umpire.

The appraisers shall then set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award by two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other expenses of the appraisal. However, if the written demand for appraisal is made by us, we will pay for the reasonable cost of your share of the cost of the umpire.

We will not be held to have waived any rights by any act related to appraisal.

**NO BENEFIT TO BAILEE**

No bailee shall benefit, directly or indirectly, from this insurance.

**OTHER INSURANCE**

When there is other insurance for loss to an auto we insure under these coverages, we will pay our share of the loss.

When there is loss to an auto we insure that you do not own (including a temporary substitute) or to a newly acquired auto, we will pay the loss not covered by other insurance.

When there is other insurance on an auto we insure that you do not own, and it states that coverage is void if there is other applicable insurance, then coverages under this section are void.

**PAYMENT OF LOSS**

We will pay the loss in money, or the cost to repair or replace the damaged or stolen property. At any time before the loss is paid or the property is replaced, we may return any stolen property to you. We will pay the expense for its return and for any damage to it. Upon payment of the loss, we have the right to take all or part of the property at its agreed or appraised value. There can be no abandonment of property to us.

We will settle any claim for loss with you or anyone that has a legal interest in the property.

As a condition precedent to our payment of all or part of the actual cash value for a total loss to an auto we insure, you must assign or transfer to us the Certificate of Title for the auto sustaining the loss. A total loss will be determined in compliance with the laws of the state in which your principal office is located. This paragraph is not applicable if you choose to retain ownership of the salvage vehicle as part of the total loss settlement.

**LOSS PAYABLE CLAUSE**

This clause applies to the Physical Damage Coverages provided by this policy for the Lienholder named on the Declarations. It protects the Lienholder's financial interest in the vehicle insured.

Payment for any loss under these coverages will be made in accordance with the financial interest the Named Insured and the Lienholder (as its interest may appear for specific vehicle(s)) have in the loss. Payment may be made to the Named Insured and the Lienholder jointly or to either or both separately. If separate payments are made, the financial interests of both will be protected by us.

When we pay the Lienholder for a loss for which the Named Insured is not insured, we are entitled to the Lienholder's right of recovery against the Named Insured, to the extent of our payment. Our recovery will not impair the right of the Lienholder to recover the full amount of its claim.

The Lienholder will, on demand, pay any premium due under this policy for coverages which protect the Lienholder's interests, if the Named Insured fails to do so.

**We Promise The Lienholder That:**

1. The Lienholder's financial interest will be protected regardless of the acts or neglect of the Named Insured, subsequent legal encumbrance or any change in ownership of the property. However, this clause does not apply in any case of fraudulent acts or omissions by the Named Insured or anyone representing him.
2. If we cancel or refuse to renew this policy, not less than 10 days advance notice of such termination will be given to the Lienholder.
3. If this policy is cancelled by the Named Insured, we will send notice of cancellation to the Lienholder.



## ADDITIONAL COVERAGE

### X REIMBURSEMENT FOR COVERAGE IN MEXICO AND OTHER FOREIGN COUNTRIES

**WARNING:** We will not be liable for damages or other expenses incurred in any foreign country where this policy does not apply. (In Mexico, however, Collision coverage, if purchased, will apply.)

We will reimburse you for premium paid for up to 30 days coverage in a foreign country where this policy does not apply. Reimbursement will be made **ONLY** for similar coverages. Such coverages must apply to an owned private passenger auto used by you or a relative in the foreign country. Reimbursement will not be made to anyone employed, stationed in the armed services or attending school in a foreign country.

## OPTIONAL COVERAGES

*The following coverages apply only to specific autos when a premium is shown for these coverages on your Declarations:*

### ROAD SERVICE - OUR PROMISE

X We will pay reasonable towing and labor costs required because an auto we insure is disabled. Labor must be done at the site of the disablement. (No deductible applies.)

### TRANSPORTATION EXPENSES - OUR PROMISE

**Transportation Expenses-Collision** - We will pay transportation expenses that result from a Collision loss to the auto that has a premium shown on the Declarations for this coverage.

**Transportation Expenses-Comprehensive** - We will pay transportation expenses that result from a Comprehen-

sive loss to the auto that has a premium shown on the Declarations for this coverage.

Auto rental, bus or taxi fare are examples of covered expenses. Payment may start on the day of the loss if the auto cannot be driven. If driveable, payment may start the day you leave the auto at a garage for repairs.

Payment ends on the day we offer settlement or on the day the auto:

1. is replaced; or
2. is returned to you in usable condition; or
3. could reasonably be expected to be repaired,

whichever comes first. Payment will not exceed the specific limits shown on the Declarations. (No deductible applies.)

This coverage applies whether or not we pay for damages under Comprehensive or Collision coverage.

## RIGHTS AND DUTIES - GENERAL POLICY CONDITIONS

We, you and anyone else protected by this policy must do certain things in order for the terms of the policy to apply.

### 1. ASSIGNMENT

Interest in this policy may be transferred only with our written consent.

### 2. BANKRUPTCY OF ANYONE WE PROTECT

Bankruptcy or insolvency of anyone we protect will not relieve us of our obligations.

### 3. CANCELLATION

#### YOUR RIGHT TO CANCEL

You may cancel the entire policy, any auto, or any coverage by mailing or delivering to our Agent or us written notice stating at what future date you want the cancellation to take effect. We may waive these requirements by confirming the date of cancellation to you in writing.

#### OUR RIGHT TO CANCEL

We may cancel or refuse to renew this policy or any coverage by mailing you written notice stating the effective date of our action.

We reserve the right to cancel for your noncompliance with our premium payment plans. We do not waive our right to cancel, even if we have accepted prior late payments.

### STATE PROVISIONS

#### District of Columbia, West Virginia

Our cancellation or refusal to renew this policy will not take effect until at least 30 days after we send it.

#### Indiana, North Carolina, Ohio, Pennsylvania, Tennessee

See separate Policy Change (Amendatory) Endorsements for each of these states.

#### Maryland

The effective date of cancellation will never be earlier than 45 days after we send it (except 30 days for non-payment of premium).

### METHOD OF GIVING NOTICE

Mailing notice to the address shown on the Declarations will be sufficient proof of notice. The policy



period will end on the date and time stated in the notice.

#### RETURN OF PREMIUM

If your policy is cancelled by you or us, we will return the pro rata unused share of your premium. Cancellation will be effective even if we have not given or offered any return premium.

#### 4. CONCEALMENT, FRAUD OR MISREPRESENTATION

This entire policy is void, before or after an accident or loss, if anyone we protect has intentionally concealed, or misrepresented, any material fact or circumstance concerning this insurance.

In the event of a fraudulent claim, we will not make payment for the accident or loss.

#### 5. CONTINUOUS POLICY

Your policy is a continuous policy. It will continue in force unless cancelled by you or terminated by us as explained in the Cancellation Condition. Each year we will send you a Continuation Notice which shows the premium due for the next policy period.

In return for this service, you must mail us written notice prior to the new policy period if you want to cancel. If we do not receive this notice, your policy remains in force, and you must pay us the earned premium due us for this time.

#### 6. COOPERATION

You agree to cooperate with us by:

- a. truthfully completing and promptly returning questionnaires and audit forms about this insurance;
- b. permitting and helping with inspections and audits; and
- c. complying with specific recommendations to improve your risk.

#### 7. COVERAGE AFTER DEATH

If you die, the policy will cover:

- a. your spouse residing in the same household at the time of your death;
- b. anyone having proper custody of an owned auto until a representative is appointed, but only until the end of the policy period during which your death occurs; and
- c. your legal representative, but only while performing duties as your representative and only until the end of the policy period during which your death occurs.

#### 8. HOW YOUR POLICY MAY BE CHANGED

This policy conforms to the laws of the state in which your principal office is located. If the laws of the state change, this policy will comply with those changes.

Your policy may be changed by asking us. Your request must contain enough information to identify you. Asking our Agent is the same as asking us. If we agree with your request, we will then issue an Amended Declarations.

We will give you the benefit of any change made by us, if it does not require additional premium. This change will be effective for you as of the date we implement the change in your state.

If the information we use to determine the premium for your coverage(s) changes during the policy period, we may adjust your premium. Premium adjustments will be made using rules and rates in effect for our use.

#### 9. INSPECTION AND AUDIT

We have the right, but are not obligated to:

- a. make inspections and surveys at any time;
- b. give you reports on the conditions we find; and
- c. recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to provide for the health or safety of workers or the public. We do not warrant that your property or operations are safe, healthful or in compliance with any law, regulation, code or standard. Inspections, surveys, reports or recommendations are for our benefit only.

This condition also applies to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

We may examine and audit your books and records at any time during or within three years after the policy period, as they relate to this insurance.

#### 10. LAWSUITS AGAINST US

You must comply with the terms of this policy before you may sue us. The legal liability of anyone we protect must be determined before we may be sued. This determination may be made by a court of law or by written agreement of all parties, including us. No one has the right to make us a party to a suit to determine the liability of anyone we protect. In the event of a Medical Payments/Expense claim or a Comprehensive or Collision loss, no suit may be brought against us until 30 days after proof of loss is filed.

#### 11. MORE THAN ONE POLICY WITH US

When more than one insurance policy issued to you by an Erie Insurance Group insurer applies to the same loss, the most we will pay is the highest limit of protection bought under any one policy. If such other insurance policy is intended to be excess over this policy, this paragraph does not apply.



**12. OUR RIGHT TO RECOVER FROM OTHERS**

After we make a payment under this policy, the right anyone we protect has to recover damages from another, is transferred to us. Anyone we protect is required to do all they can to secure this right, and do nothing to harm it. Anyone receiving payment from us and from someone else for the same accident or loss will reimburse us up to our payment less a proportionate share of the costs (including attorney fees) of such property.

We will pay all reasonable expenses anyone we protect may incur at our request to help us recover damages from anyone else held responsible. This includes up to \$100 a day for actual loss of earnings.

**13. PREMIUM**

The premium of this policy may be provisional. It may have been based on estimates of the number of employees and use of hired and non-owned autos when the policy was written. If the estimate was too low, you are obligated to pay additional premiums computed in accordance with our rules and rates. If the estimate was too high, we will return the unearned premium subject to any minimum premiums that apply. You are required to keep proper records so the correct premium can be calculated.

**X 14. PRIORITY**

At our option, this insurance will first protect you, your spouse residing in your household, and then others we protect.

**15. SUSPENSION OF POLICY COVERAGE**

*(District of Columbia only)*

All of the policy coverages will be suspended for you or any relative who operates any auto during any period when that person's driver's license is suspended or revoked.

**16. WHAT TO DO WHEN AN ACCIDENT OR LOSS HAPPENS**

When there is an accident or loss, anyone we protect will:

- a. notify us or our Agent in writing as soon as possible stating:
  - 1) the name and policy number of our Policyholder;
  - 2) the time, place and circumstances of the accident or loss;
  - 3) names and addresses of injured persons and witnesses.
- b. promptly notify the police in case of theft.
- c. give us:
  - 1) promptly any papers that relate to the accident or loss;
  - 2) a signed statement containing all the facts about the claim;
  - 3) proof of loss to damaged property.

**d. at our request:**

- 1) answer all reasonable questions about the accident or loss;
  - 2) submit to statements under oath;
  - 3) assist in making settlement;
  - 4) help us enforce any right of recovery against anyone liable to anyone we protect;
  - 5) cooperate in the conduct of our investigations and any lawsuits;
  - 6) attend hearings and trials;
  - 7) assist us in securing and giving evidence and in obtaining the attendance of witnesses;
  - 8) submit to physical and mental examination by doctors we choose as often as we reasonably require (We will pay for these examinations.);
  - 9) sign papers to allow us to obtain medical reports, earnings statements and copies of records;
  - 10) allow us to inspect and appraise the damaged property before its repair or disposal.
- e. not make payments, assume obligations or incur expenses, except at their own cost.
  - f. protect autos we insure from further damage. We will pay for reasonable costs to do so. We will not pay for loss due to your failure to protect an auto we insure from further damage after a loss.

**ADDITIONAL ERIE INSURANCE EXCHANGE CONDITION**

*The following condition applies only to policies issued by Erie Insurance Exchange:*

**1. ACCOUNTING**

Erie Indemnity Company may keep up to 25% of the premium written or assumed by Erie Insurance Exchange as compensation for (A) becoming and acting as Attorney-in-Fact, (B) managing the business and affairs of Erie Insurance Exchange, its affiliates and subsidiaries, and (C) paying general administrative expenses, including sales commissions, salaries and employee benefits, taxes, rent, depreciation, supplies and data processing.

The rest of the premium will be placed on the books of the Erie Insurance Exchange. We will deposit or invest this amount as permitted by law. This amount will be used to pay losses, loss adjustment expenses, investment expenses, damages, legal expenses, court costs, taxes, assessments, licenses, fees, any other governmental fines and charges, establish reserves and surplus, and reinsurance, and may be used for dividends and other purposes Erie Indemnity Company decides are to the advantage of the Subscribers.



This policy has been signed on our behalf at ERIE, Pennsylvania by our President and Secretary. If required by law, it has been countersigned on the **Declarations** by our Authorized Agent.

*James J. Tanous*  
Secretary

*Jeffrey A. Breding*  
President



Home Office • 100 Erie Insurance Place • Erie, PA 16530 • 814.870.2000  
Visit our Website at [www.erieinsurance.com](http://www.erieinsurance.com)







**CAP (Ed. 4/96) UF-8611**





COMMERCIAL/GARAGE AUTO  
AHWU01 (Ed. 1/11) UF-8812

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **UNINSURED/UNDERINSURED MOTORISTS COVERAGE ENDORSEMENT -- WEST VIRGINIA**

*This endorsement contains provisions applicable to Uninsured/Underinsured Motorists Bodily Injury and Property Damage Coverage.*

### **DEFINITIONS**

*Words in bold type are used as defined in this endorsement. If a word in bold type is not defined in this endorsement, then the word is used as otherwise defined in the policy.*

"**Miscellaneous vehicle**" means a snowmobile, golfcart, all terrain vehicle and any similar vehicle. It does not include a lawn and garden tractor or mower or similar vehicle.

"**Uninsured motor vehicle**" means:

1. a **motor vehicle** for which there is no liability bond, insurance policy, certificate of self insurance, cash or securities on file with the West Virginia State Treasurer at the time of the accident in the amounts required by the financial responsibility law where the **auto we insure** is principally garaged;
2. a **motor vehicle** for which the insuring company denies coverage or is or becomes insolvent; or
3. a **hit-and-run motor vehicle** which causes an accident resulting in bodily injury to you or damage to your property arising out of physical contact with you, your property or a **motor vehicle** you are occupying. The identity of the driver and owner of the **hit-and-run motor vehicle** must be unknown. If there is no physical contact, then there must be independent third party evidence that the negligence of the driver of the **hit-and-run motor vehicle** caused the accident. Testimony of **anyone we protect** seeking recovery does not constitute independent third party evidence.

The accident must be reported to the police or other proper governmental authority within 24 hours or as soon as possible. You must notify us as soon as possible.

**Uninsured motor vehicle** does not include:

1. **motor vehicles** insured for Liability Protection under this policy;
2. **motor vehicles** that are owned, leased or operated by a self-insurer within the meaning of the financial responsibility laws, motor carrier laws or similar laws, unless the self-insurer becomes insolvent;
3. **motor vehicles** owned or leased by any governmental unit or agency; or
4. **motor vehicles** designed for use mainly off public roads while not on public roads.
5. **motor vehicles** owned, leased or rented by, furnished to or available for the use of you or a **resident relative**.

"**Underinsured motor vehicle**" means a **motor vehicle** for which the limits of available liability bonds or insurance or

self-insurance at the time of the accident are insufficient to pay losses and damages.

**Underinsured motor vehicle** does not include:

1. **motor vehicles** insured for Liability Protection under this policy;
2. **motor vehicles** owned or leased by any governmental unit or agency;
3. **motor vehicles** designed for use mainly off public roads while not on public roads; or
4. **motor vehicles** owned, leased or rented by, furnished to or available for the use of you or a **resident relative**.

### **OUR PROMISE**

We will pay damages for bodily injury and property damage that you or your legal representative are legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. If Underinsured Motorists Coverage is indicated on the **Declarations**, we will pay damages for bodily injury and property damage that you or your legal representative are legally entitled to recover from the owner or operator of an **underinsured motor vehicle**.

Damages must result from a motor vehicle accident arising out of the ownership or use of the **uninsured motor vehicle** or **underinsured motor vehicle** as a motor vehicle and involve:

1. bodily injury to you or others we protect. Bodily injury means physical harm, sickness, disease or resultant death to a person; or
2. property damage, meaning destruction of or injury to:
  - a. an **owned auto we insure** and property owned by **anyone we protect** while contained in such auto;
  - b. property owned by you or a **relative** while contained in any **auto we insure** under this coverage; and
  - c. any other property (except a **motor vehicle**) owned by **anyone we protect** and located in West Virginia.

If loss results in an Uninsured or Underinsured Motorists Property Damage claim, we will pay you the greater of the fair market rental value of a like kind replacement vehicle or the amount to which you are entitled under Transportation Expenses Coverage, if purchased.

We will not be bound by a judgment against the owner or operator of the **uninsured motor vehicle** or **underinsured motor vehicle** on issues of liability or amount of damages unless it is obtained with our written consent.



## OTHERS WE PROTECT

We also protect:

1. any relative, if you are an individual.
2. anyone else, while occupying any owned auto we insure other than an owned auto we insure being used without the permission of the owner.
3. anyone else who is entitled to recover damages because of bodily injury to any person protected by this coverage.
4. if you are an individual, anyone else while occupying a non-owned auto we insure other than:
  - a. one you are using that is owned or lease by another person residing in your household.
  - b. one furnished or available for the regular use of you or anyone residing in your household.
  - c. one being operated by anyone other than you or a relative.

## LIMITATIONS ON OUR DUTY TO PAY

### What We Do Not Cover - Exclusions

This coverage does not apply to:

1. damages sustained by anyone we protect if he, she or a legal representative settled with anyone who may be liable for the damages, without our written consent.
2. the first \$300 of damage to the property of anyone we protect as the result of any one accident caused by an uninsured motor vehicle.
3. the benefit of any property insurance company.
4. the benefit of any workers' compensation or disability benefits carrier or anyone qualifying as a self-insurer under a workers' compensation, disability benefits or similar law.
5. bodily injury to anyone we protect while occupying or being struck by a:
  - a. motor vehicle; or
  - b. miscellaneous vehicle,

owned or leased by you or any relative, but not insured for Uninsured or Underinsured Motorists Coverage under this policy.

With respect to Uninsured Motorists Coverage, this exclusion does not apply to the minimum Uninsured Motorists Coverage limits required by the West Virginia Safety Responsibility Law.

6. property in or hit by a motor vehicle owned by you or any relative but not insured for Liability Protection under this policy.
7. punitive or exemplary damages and related defense costs.
8. bodily injury sustained by anyone we protect resulting from the accidental or intentional use of any weapon.
9. bodily injury sustained by anyone we protect resulting from assault and/or battery.
10. bodily injury sustained by anyone we protect while engaged in the theft of a motor vehicle or using a motor vehicle in connection with carjacking, kidnapping, abduction or attempting to flee police or evade arrest.
11. damages to an auto we insure due to diminution in value. Diminution in value means any actual or perceived loss in market or resale value that results from a direct or acci-

dental loss. Diminution in value includes any actual or perceived loss or reduction in market or resale value after an auto we insure has been damaged and has been repaired.

12. bodily injury sustained by anyone we protect while in the course and scope of employment. This exclusion applies only with regard to the negligence of the employer or a co-employee. It does not apply with regard to the negligence of a third party.

## LIMITS OF PROTECTION

### Limitations of Payment

If coverage is purchased on a "Split Limits" basis, the Declarations will show a *per* PERSON and *per* ACCIDENT limit for Uninsured and/or Underinsured Motorists Bodily Injury and a *per* ACCIDENT limit for Uninsured and/or Underinsured Motorists Property Damage. The *per* PERSON limit for Bodily Injury for one auto is the most we will pay for damages arising out of bodily injury or death to one person in any one accident. The *per* ACCIDENT limit for Bodily Injury for one auto is the most we will pay for damages arising out of bodily injury or death to all persons resulting from any one accident, subject to the *per* PERSON limit. The *per* ACCIDENT limit for Property Damage is the most we will pay for all property damage caused by any one accident.

If coverage is purchased on a "Single Limit" basis, the Declarations will show a *per* ACCIDENT limit for Uninsured and/or Underinsured Motorists Bodily Injury and Property Damage. The *per* ACCIDENT limit for one auto is the most we will pay for all damages arising out of bodily injury and property damage caused by any one accident.

We will pay no more than the Uninsured/Underinsured Motorists Coverage limits shown on the Declarations for the auto involved in the accident, regardless of the number of persons we protect, autos we insure, premiums paid, claims made or autos involved in the accident.

If anyone we protect insures more than one auto under this policy and none of the autos are involved in the accident, the highest limit of Uninsured/Underinsured Motorists Coverage applicable to any one auto insured under this policy will apply.

Uninsured/Underinsured Motorists coverage is not provided for any trailer, whether or not the trailer is attached to another motor vehicle or miscellaneous vehicle. No separate limit of protection for Uninsured/Underinsured Motorists coverage is available for a trailer, whether attached or unattached to a motor vehicle or miscellaneous vehicle. Uninsured/Underinsured Motorists coverage does not apply to a miscellaneous vehicle owned or leased by you or a relative unless the miscellaneous vehicle is listed on the Declarations and a premium is shown for this coverage.

No one will be entitled to receive duplicate payments for the same elements of loss. If an individual's damages derive from, arise out of, or otherwise result from bodily injury to another person injured in the accident or the death of another person killed in the accident, we will pay only for such damages within the *per* PERSON limit available to the person injured or killed in the accident.



**OTHER INSURANCE**

If anyone we protect has other similar insurance that applies to the accident, we will pay our share of the loss, subject to the other terms and conditions of the policy and this endorsement. Our share will be the proportion the Limit of Protection of this insurance bears to the total Limit of Liability of all applicable insurance.

For damages to anyone we protect while occupying a motor vehicle you do not own, we will pay the amount of the loss up to the applicable limit(s) shown on the **Declarations**, less the amount paid or payable by other insurance.

We will not pay until all other forms of insurance under all bodily injury and property damage liability bonds and insurance policies and self-insurance plans applicable at the time of the accident have been exhausted by payment of their limits or have been resolved by settlement or by final resolution of the court..

**PAYMENT OF LOSS**

At our option, we will pay:

1. anyone we protect;
2. the surviving spouse;
3. the legal representative; or
4. anyone legally entitled to recover.

**TRUST AGREEMENT**

1. When we owe anyone under this coverage, they will:
  - a. hold in trust for us all rights of recovery against the other party;
  - b. do whatever is required to secure these rights, and do nothing to harm them; and
  - c. sign and deliver to us all relevant papers.
2. When we pay anyone under this coverage, they will:
  - a. repay us out of any damages recovered from the legally liable party;
  - b. take any action necessary to recover payments made under this coverage, through a lawyer chosen by us; and
  - c. repay us from any recovery for expenses, costs or lawyers' fees we paid in the action.

**RIGHTS AND DUTIES - GENERAL POLICY CONDITIONS****WHAT TO DO WHEN AN ACCIDENT OR LOSS HAPPENS**

*The following duties are added:*

We will not be bound by a judgment against the owner or operator of the **uninsured motor vehicle** or **underinsured motor vehicle** on the issues of liability or amount of damages unless:

1. we received reasonable notice that the suit was pending; and
2. we had reasonable time to protect our interests in the suit.

In an action against us, we may require anyone we protect to join with us to bring those we allege to be liable into the action as party defendants.

Anyone making a claim for property damage under Uninsured or Underinsured Motorists Coverage will, at our request, give us a sworn statement within 60 days of the loss. The statement will set forth:

1. the interest of anyone we protect and all others in the damaged property;
2. the actual cash value of the property at the time of the loss;
3. the amount, place, time and cause of such loss; and
4. the description and amounts of all other insurance covering the property.

Anyone we protect will show the damaged property to us, at our request.

**OUR RIGHT TO RECOVER FROM OTHERS**

*The following provision is added for this endorsement:*

We do not have the right to recover payment from any person insured under a liability policy or bond that is uncollectible in whole or in part because the insuring or bonding company is or becomes insolvent or has been placed in receivership.

**LAWSUITS AGAINST US**

*The entire section is changed to read:*

You must comply with the terms of the policy before you may sue us.

**OTHER PROVISIONS**

All other provisions of the policy apply.



ERIE INSURANCE  
COMMERCIAL AUTO  
ACWA01 (Ed. 5/13) UF-8977

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY CHANGE ENDORSEMENT**

### **WEST VIRGINIA**

#### **DEFINITIONS**

*Words and phrases in bold type are used as defined in this endorsement. If a word or phrase in bold type is not defined in this endorsement, then the word or phrase is defined in the DEFINITIONS Section of the policy.*

*The following definitions are added:*

**"Fungi"** means any type or form of fungus, including, but not limited to, molds, mildews, smuts, mushrooms, yeasts and any mycotoxins, spores, scents, vapors, gases or byproducts produced, arising out of or released by any type or form of fungus.

**"Individual"** means a natural person.

**"Motor vehicle"** means any vehicle which is self-propelled and is required to be registered under the laws of the state in which you reside at the time this policy is issued. **Motor vehicle** does not include a vehicle:

1. propelled solely by human power;
2. propelled by electric power obtained from overhead wires;
3. operated on rails or crawler treads;
4. located for use as a residence or premises; or
5. which is a lawn and garden tractor or mower or similar vehicle.

**"Resident"** means a person who physically lives with you in your household. Your unmarried, unemancipated children under age 24 attending school full-time, living away from home will be considered residents of your household.

*The definition of "anyone we protect" is deleted and replaced by the following:*

**"Anyone we protect"** means any person or organization we specifically state is protected under the coverage being described. In the **RIGHTS AND DUTIES - GENERAL POLICY CONDITIONS** Section, anyone we protect means:

1. you and your spouse if a resident of your household; and
2. persons or organizations listed under **PERSONS WE PROTECT** in the **LIABILITY PROTECTION** Section.

*The definition of "auto" is deleted and replaced by the following:*

**"Auto"** means a land motor vehicle or trailer designed for use over public roads. **Auto** does not include **mobile equipment**. However, a land motor vehicle that otherwise falls within the definition of **mobile equipment** and is specifically described on the **Declarations** is considered an **auto**, but only for coverages for which a premium charge is shown.

*The definition of "insured contract" is deleted and replaced by the following:*

**"Insured contract"** means:

1. a lease of premises;
2. a sidetrack agreement;
3. any easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. an agreement to indemnify a municipality which is required by municipal ordinance. This does not apply to work performed for the municipality;
5. that part of any other contract or agreement pertaining to your business, (including an indemnification of a municipality) under which you assume the tort liability of another to pay for bodily injury or property damage to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. that part of any contract or agreement entered into, as part of your business, relating to the rental or lease, to you or any of your employees, of an **auto we insure**. Such contract or agreement shall not be considered an **insured contract** to the extent that it obligates you or any of your employees to pay for property damage to any **auto** rented or leased to you or any of your employees.

An **insured contract** does not include that part of any contract or agreement that:

1. pertains to the loan, lease or rental of an **auto** to you or any of your employees if the **auto** is loaned, leased or rented with a driver;
2. holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for your use of an **auto we insure** over a route or territory that person or organization is authorized to serve by public authority; or



3. indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operation within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

*The definition of "mobile equipment" is deleted and replaced by the following:*

**"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises you own or rent;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. power cranes, shovels, loaders, diggers or drills; or
  - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
5. vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. cherry pickers and similar devices used to raise or lower workers;
6. vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered autos:
  - a. equipment designed primarily for:
    - 1) snow removal;
    - 2) road maintenance, but not construction or resurfacing; or
    - 3) street cleaning;
  - b. cherry pickers and similar devices mounted on an automobile or truck chassis and used to raise or lower workers; and
  - c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical explorations, lighting and well servicing equipment.

However, a land motor vehicle that otherwise falls within the

definition of mobile equipment and is specifically described on the **Declarations** is considered an **auto**, but only for coverages for which a premium charge is shown.

*Under **ADDITIONAL ERIE INSURANCE EXCHANGE DEFINITIONS**, the definition of "you", "your" or "Named Insured" is deleted and replaced by the following:*

**"You", "your" or "Named Insured"** means the Subscriber named in Item 1. on the **Declarations** and others named in Item 1. on the **Declarations**. Except under the **GENERAL POLICY CONDITIONS** Section, these words include the spouse of an individual(s) named in Item 1. on the **Declarations**, provided the spouse is a resident of the same household.

#### **WHEN AND WHERE THIS POLICY APPLIES**

*This section is deleted and replaced by the following:*

This policy applies to accidents or losses that happen during the policy period in the United States of America, its territories and possessions, Puerto Rico, Canada or between their ports. The policy period is shown on the **Declarations, Amended Declarations, Revised Declarations, Reinstatement of Coverage or Continuation Notice**. Unless otherwise specified on the **Declarations**, the policy period begins and ends at 12:01 A.M. standard time at the stated address of the **Named Insured**.

This policy applies to accidents or losses that happen anywhere in the world if:

1. An **auto we insure** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
2. The responsibility of **anyone we protect** to pay damages is determined on the merits of a suit in the United States of America, its territories or possessions, Puerto Rico or Canada, or in a settlement we agree to.

#### **AUTOS WE INSURE**

##### **1. Owned Autos**

*The footnote identified by the asterisk (\*) is deleted and re-placed by the following:*

**\*Autos** hired, rented or borrowed for more than 45 consecutive days shall be considered furnished or available for regular use.

##### **2. Hired Autos**

*The following sentence is added:*

Physical Damage coverage up to \$25,000 actual cash value is provided on an excess basis for **hired autos** if hired auto liability coverage has been purchased and if there is an **owned auto we insure** on the policy with physical damage coverage. A \$500 deductible will apply.



**3. Temporary Substitute Auto**

*The following sentence is added:*

Should a loss occur involving a **temporary substitute auto**, the **temporary substitute auto** will have the same coverages you have purchased on the **owned auto** it is temporarily replacing.

**4. Newly Acquired Autos**

*The following sentence is added:*

Should a loss occur involving a **newly acquired auto** prior to your notifying us, the **newly acquired auto** will have the broadest coverage you have purchased for any one **auto** listed on the **Declarations**.

**LIABILITY PROTECTION****OUR PROMISE****Bodily Injury Liability****Property Damage Liability**

*This section is deleted and replaced by the following:*

We will pay all sums **anyone we protect** legally must pay for damages, including punitive or exemplary damages to the extent allowed by law, caused by an **accident** covered by your policy, subject to the Limits of Protection. The **accident** must arise out of the ownership, maintenance, use, loading or unloading of an **auto we insure**.

Damages must involve:

1. bodily injury, meaning physical harm, sickness or disease, or resultant death to a person; or
2. property damage, meaning damage to or loss of use of tangible property.

We may investigate or settle any claim or suit for damages against **anyone we protect**, at our expense. If **anyone we protect** is sued for damages covered by this policy, we will defend with a lawyer we choose, even if the allegations are not true. Our obligation to pay any claim or judgment or defend any suit ends when we have used up our limit of protection by paying judgments or settlements.

**ADDITIONAL PAYMENTS**

We will make the following payments in addition to the limit of protection:

*Item 5. is deleted and replaced by the following:*

5. reasonable expenses **anyone we protect** may incur at our request to help us investigate or defend a claim or suit. This includes up to \$500 a day for actual loss of earnings.

*Item 6.b. is deleted and replaced by the following:*

- b. bail bond (with a premium of \$3000 or less) required due to an **accident** or related traffic violation involving an **auto we insure**;

**LIMITATIONS ON OUR DUTY TO PAY****What We Do Not Cover - Exclusions**

We do not cover:

*Exclusion 1. is deleted and replaced by the following:*

1. damages caused intentionally by or at the direction of **any-one we protect**. This exclusion does not apply to the mini-mum financial liability limits required by the West Virginia Safety Responsibility Law.

*The second sentence in provision b. of Exclusion 6. is deleted.*

*Exclusion 10. is deleted and replaced by the following:*

We do not cover:

10. bodily injury or property damage resulting from the operation of any machinery or equipment that is attached to, or part of:
  - a. a self-propelled vehicle listed in paragraph 6.b. and 6.c. of the definition of **mobile equipment**; or
  - b. a land motor vehicle that would qualify under the definition of **mobile equipment**, but is considered an **auto** because it is specifically described on the **Declarations**.

*Exclusion 16. is deleted.*

*Exclusion 19. is added:*

19. bodily injury or property damage arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any **fungi**, wet or dry rot, or bacteria.

**LIMITS OF PROTECTION**

*After the first paragraph, the following is added:*

An **auto** and attached **trailer** are considered one **auto** under this coverage.

*The third paragraph is deleted and replaced by the following:*

If an individual's damages derive from, arise out of or otherwise result from bodily injury to another person injured in the accident or the death of another person killed in the accident, we will pay only for such damages within the *per* **PERSON** limit available to the person injured or killed in the accident.



## OTHER INSURANCE

*After the first paragraph, the following is added:*

We will, however, provide primary insurance for a motor vehicle **you** do not own if it is insured under a policy issued to a business engaged in selling, leasing, repairing, servicing, delivering, testing, road testing, parking or storing motor vehicles. This applies only if **you** or a **relative** are operating the motor vehicle and are not the owner, operator, employee or agent of that business.

*The second paragraph regarding trailers is deleted and replaced by the following:*

Also, Liability Protection provided by this policy for trailers that are **autos we insure**:

1. is primary while attached to an **owned auto**;
2. is excess while attached to an **auto you** do not own.

## PHYSICAL DAMAGE COVERAGES

### COLLISION COVERAGE – OUR PROMISE

*The following paragraph is added to this section:*

We will reduce your collision deductible to \$100 if an **auto we insure** is in the care, custody or control of **anyone we protect** and is damaged in an accident while legally parked and unoccupied.

### ADDITIONAL PAYMENTS (NO DEDUCTIBLE APPLIES)

*Item 2. is deleted and replaced by the following:*

2. transportation expenses resulting from a Comprehensive or Fire and Theft loss **we** cover. We will pay these expenses until:
  - a. the **auto we insure** is returned to **you** in usable condition; or
  - b. **we** offer settlement;
 whichever comes first. This payment will not exceed \$20 a day nor total more than \$900 per loss unless a higher limit is purchased. (No waiting period applies.)

*The following is added to this section:*

If Comprehensive coverage or Fire and Theft coverage and/or Collision coverage is purchased, **we** will pay, in addition to the loss to the **auto we insure**:

5. up to \$75 for the cost incurred for locksmith services if keys are accidentally locked in an **auto we insure**.

6. for loss to personal effects up to \$500. We will pay only for loss not covered by other insurance.
7. up to \$1000 for property damage to cargo while in an **auto we insure** if the loss is due to collision or upset. Cargo includes freight or goods of others in **your** care, custody or control for the purpose of transit. We will pay only for loss not covered by other insurance.
8. **we** will pay expenses for which **anyone we protect** becomes legally responsible for loss of use of a vehicle rented or hired without a driver, under written rental contract or agreement. We will pay for loss of use expenses if caused by :
  - (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any **auto we insure**.
  - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any **auto we insure**; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any **auto we insure**.

However, the most **we** will pay for any expenses for loss of use is \$65 per day, to a maximum of \$650.

## LIMITATIONS ON OUR DUTY TO PAY

We will not pay for loss:

*Exclusion 4. Deleted and replaced by:*

4. to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound unless this equipment is permanently installed in an **auto we insure** at the time of the loss and such equipment is designed to be solely operated by use of the power from the **auto's** electrical system, in or upon an **auto we insure**. If coverage applies, **we** will pay no more than \$1000 for loss to covered electronic equipment.

## What We Do Not Cover - Exclusions

*The following exclusions are added:*

10. regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, to electronic data processing equipment, computer networks, computer hardware (including microprocessors either as part of a computer system or operating outside of a system), computer programs, software, media or data, caused by the inability to correctly process, recognize, distinguish, interpret or accept any date or time. We will not pay for any repair, restoration, replacement or modification to correct any deficiencies or change any feature or functions.



We will not pay for loss or damage regardless of when the electronic data processing equipment, computer hardware, computer programs, software, media or data were purchased, obtained or installed.

11. resulting directly or indirectly from **fungi**, wet or dry rot, or bacteria, meaning the presence, growth, proliferation, spread or any activity of **fungi**, wet or dry rot, or bacteria, even if other events or happenings contributed concurrently or in any sequence to the loss.
12. due to diminution in value. Diminution in value means any actual or perceived loss in market or resale value that results from a direct or accidental loss. Diminution in value includes any actual or perceived loss or reduction in market or resale value after an **auto** we insure has been damaged and has been repaired.

#### **APPRAISAL**

*This section is deleted and replaced by the following:*

In case we and you shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then on request of you or us, such umpire shall be selected by a Judge of a Court Of Record in the state where your principal office is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with us shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

#### **PAYMENT OF LOSS**

*The last paragraph of this condition is deleted and replaced by:*

You must assign or transfer to us the Certificate of Title for the **auto** sustaining the loss before we will make a payment for all or part of the actual cash value for a total loss to an **auto** we insure. A total loss will be determined in compliance with the laws of the state in which you reside at the time the policy is issued. This paragraph is not applicable if you choose to retain ownership of the salvage vehicle as part of the total loss settlement.

#### **OPTIONAL COVERAGES**

##### **OUR PROMISE - TRANSPORTATION EXPENSES**

*The following paragraph is added:*

Coverage is provided for loss of use to an **auto** rented or hired

without a driver for 45 days or less if:

1. **anyone we protect** is legally liable for damages to the **auto**; and
2. we are provided with actual proof of loss of income.

Total payment under Transportation Expenses, including loss of use, will not exceed the limits shown on the **Declarations** for Transportation Expenses coverage.

#### **RIGHTS AND DUTIES - GENERAL POLICY CONDITIONS**

*Condition 1. is deleted and replaced by the following:*

##### **1. ASSIGNMENT**

Interest in this policy may be transferred only with our written consent. We may require evidence that all **Named Insureds** approve the assignment.

*Condition 4. is deleted and replaced by the following:*

##### **4. CONCEALMENT, FRAUD OR MISREPRESENTATION**

Except as modified by law, this entire policy is void if **anyone we protect** has intentionally concealed or misrepresented any material fact or circumstance concerning this insurance.

In the event of a fraudulent claim, we will not make payment for the **accident** or loss.

*Condition 16. is revised as follows:*

##### **16. WHAT TO DO WHEN AN ACCIDENT OR LOSS HAPPENS**

c. give us;

- 2) separate, signed, written and/or oral statements containing all the facts about the claim;

d. At our request, separately;

- 2) submit to examinations and statements under oath and sign transcripts of same;

#### **OTHER PROVISIONS**

All other provisions of the policy apply.



ERIE INSURANCE  
 COMMERCIAL/GARAGE AUTO  
 UF-9525 (Ed. 10/18)  
 (IL,MD,TN,VA,WV)

## SERVICE FEES

The following service fees will be applicable to all payment plans.

- **Returned Payment Fee** - A \$25.00 charge will be applied to your account if your check or other payment is returned unpaid by your financial institution.
- **Late Fee** - A \$10.00 charge will be applied to your account when a cancellation notice is issued on your policy because of non-payment of premium. *(This fee is not applicable in West Virginia.)*
- **Reinstatement Fee** - A \$25.00 charge will be applied to your account when your policy is reinstated with a lapse in coverage following cancellation of your policy because of non-payment of premium. *(This fee is not applicable in Maryland or West Virginia)*

## IF YOUR POLICY INSURES INDIVIDUALLY OWNED, PRIVATE PASSENGER-TYPE AUTOS...

You should consider the many benefits of insuring your private passenger-type autos that are titled to an individual or individual and spouse on an Erie Family Auto Policy. Here are several of the benefits of insuring them on a Family Auto Policy.

**ACCIDENT PREVENTION COURSE DISCOUNT** (IL, NY, OH, PA, TN and VA) – May be available if you are age 55 or over (no age limitation in NY) and have successfully completed a Motor Vehicle Accident Prevention Course which meets the standards of the State Department of Transportation.

**AGE 55 OR OVER DISCOUNT** - Available if you are age 55 or over and are the principal driver of an auto.

**COLLEGE STUDENT DISCOUNT** - Available to reflect limited use of an auto if a young, unmarried driver is a full-time college student, does not live at home, and does not have an auto at school.

**DRIVER TRAINING DISCOUNT** - Available for drivers under age 21 who have successfully completed a driver training course which meets the standards of the Department of Education or other educational agency.

**FEATURE 15** - Available if you have been continuously insured with The ERIE for 15 consecutive years. We will not apply a Defensive Driver Plan surcharge for at-fault accidents presented on your policy.

**FIRST ACCIDENT FORGIVENESS** - May be available if you have been continuously insured with the ERIE for at least three years and remain accident free.

**MULTI-CAR DISCOUNT** - Available if two or more autos are insured on a Family Auto Policy and are owned and used by the Named Insured or a relative residing in the same household.

**MULTI-POLICY DISCOUNT** - Available if you have an:

- ERIE Family Auto Policy; and
- ERIE HomeProtector or Mobile HomeProtector Policy; and/or

- ERIE Life Policy that meets specified criteria. *(Not available in NY)*

The discount will be given on the Family Auto Policy and the HomeProtector or Mobile HomeProtector policies.

**PAY PLAN DISCOUNT** - Available if your policy premium is paid under one of the following ERIE pay plans:

- **Plan A** - policy effective date.
- **Plan B** - one third of the premium paid by policy effective date. One third of the premium paid within 30 days after policy effective date. One third of the premium paid within 60 days after policy effective date.

To qualify for this discount, choose Plan A or Plan B prior to your policy effective date. If you choose one of these payment plans during the policy period, the discount will be applied at your next renewal. If you do not make payments in accordance with the terms of the pay plan you selected, you may lose the pay plan discount and your premium will be adjusted to reflect quarterly payments for the remainder of the policy period.

**PERSONAL INJURY PROTECTION CLAIMS OR PAYMENTS (MD only)** - An insurer may not increase the premium on a motor vehicle liability insurance policy due to a claim or payment made under the policy's Personal Injury Protection Coverage.

**PRIOR BODILY INJURY LIMITS DISCOUNT** *(Not available in NY)* - Available if your Bodily Injury Liability limit was at least \$300,000 per accident:

- **Renewal business** - at the beginning of your previous ERIE policy period.
- **New business** - on the expiring policy with your previous insurer.

**REDUCED USAGE DISCOUNT** - Available on an auto that will not be driven for at least 90 consecutive days during the policy period. This discount cannot be added retroactively.



**SAFE DRIVER DISCOUNT/PIONEER EXPERIENCE RATING CREDIT (PERC)** - Available if your policy has a good claim/violation history. Variables that determine the discount percentage may include the violation history of all drivers on the policy, number of years the policy has been in force and the claims experience of all drivers on the policy.

**Superior CUSTOMER DISCOUNT (MD only)** - Available if you have been continuously insured for three or more years with The ERIE and all drivers on the policy have no surchargeable accidents or violations for the preceding three year period.

**YOUTHFUL DRIVER DISCOUNT** - Available to reflect the limited use of an auto due to the graduated licensing program. Unmarried drivers under age 21 may be eligible for the discount.

**YOUTHFUL DRIVER LONGEVITY DISCOUNT** (*Not available in NC*) - May be available on a private passenger auto with an unmarried young driver classification. The amount of the discount is determined by the number of years the policy has been continuously in force.

### INFORMATION REGARDING VEHICLE REGISTRATION

This policy provides coverage as described in the policy jacket and applicable endorsements. Coverage is designed to satisfy the insurance requirements for vehicles registered within the state listed in Item 1 of your Policy Declarations.

### COMMERCIAL AUTO ENHANCEMENT COVERAGE

The ERIE offers Commercial Auto Enhancement coverage as an option for Policyholders to add to their Commercial Auto Policy. These enhancements have been bundled together which enables us to offer them to you at a lower cost than if purchased separately. Two levels of enhancement coverage are available: a primary package that features 11 coverage enhancements, or one that provides broadened Transportation Expenses coverage in addition to the other enhancements.

The following enhancements can be added to your policy for an additional charge:

- **Blanket Additional Insured** - Eliminates the need to schedule additional insureds. Any person or organization with whom you enter into a written contract, agreement, or permit will automatically become an additional insured on your policy, but only with respect to an auto we insure.
- **Business Interruption Coverage** - Should your auto be damaged from a comprehensive or collision loss that results in the interruption of your business, we will pay up to \$200 per day for loss of income. Coverage does not exceed 30 days from the time our payment begins.
- **Employees as Insureds** - Your employees are persons we protect when they use an auto you do not own, borrow or hire in your business or your personal affairs.
- **Fellow Employee Liability Coverage** - The fellow employee liability exclusion in your policy is removed and does not apply if all employees are covered under a Workers' Compensation and Employers Liability policy.
- **\$100,000 Hired Auto Physical Damage Coverage** - Should your hired, rented or borrowed auto be damaged from a comprehensive or collision loss, we provide up to \$100,000 on an excess basis to pay for physical damage. This applies if you insure an auto with physical damage coverage on your policy. A \$500 deductible will apply per loss.
- **Medical Evacuation for Injury Outside of the United States** - If you sustain an injury outside of the United States resulting from a covered accident, we will reimburse up to \$50,000 for your emergency evacuation back to the states.
- **Repatriation Benefits** - We will reimburse you up to \$25,000 for expenses associated with transporting your body back to the United States if you perish due to injuries sustained in an accident outside the United States.
- **Towing & Labor for Commercial Passenger Autos and Light/Medium Duty Trucks** - We will pay up to \$75 for towing & labor costs for your commercial passenger auto and up to \$150 for light & medium duty trucks, should these autos become disabled.
- **Vehicle Lease/Loan Coverage** - Lease or Loan GAP coverage is provided for all automobiles on your policy. We will pay the lease or loan gap that exists between the vehicles present value and the remaining balance on the lease or loan, when a total loss occurs.
- **Vehicle Replacement Cost** - We will provide the full replacement cost of your new vehicle within 90 days of the purchase date if the vehicle is totaled by a covered loss.
- **Hired Auto Liability Coverage for Outside of the United States** - We will provide up to 45 days of hired auto coverage anywhere in the world.



The following enhancement is available for policyholders to add to their policy for an additional charge:

- **Transportation Expenses** – An additional \$65 per day up to 45 days is provided for rental reimbursement coverage. This applies to both comprehensive transportation expenses and collision transportation expenses.

The insurance products described in this notice are available as of the effective date of your policy and may be changed at any time. Insurance products are subject to terms, conditions, and exclusions not described in this notice. See policy and endorsements or contact your ERIE Agent for details.

#### **ABBREVIATIONS USED IN ITEM 5 OF YOUR DECLARATIONS**

**ACC** - ACCIDENT

**BOD** - BODILY

**COLL** - COLLISION

**COMP** - COMPREHENSIVE

**DED** - DEDUCTIBLE

**EXP** - EXPENSE

**INJ** - INJURY

**INS** - INSURED

**M** - THOUSAND

**MAX** - MAXIMUM

**MED PAY** - MEDICAL PAYMENTS

**OCC** - OCCURRENCE

**PER OR PERS** - PERSONAL

**PROP** - PROPERTY

**PRSN** - PERSON

**RCV** - RECREATIONAL CAMPING VEHICLE

**REL** - RELATIVE

**TRANSP** - TRANSPORTATION

**TRANS EXP** - TRANSPORTATION EXPENSE

**WC** - WORKERS COMPENSATION

**WK(S)** - WEEK(S)



# Erie Insurance Privacy Notice

Rev. 10/16

FACTS	WHAT DOES ERIE INSURANCE DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some, but not all, sharing. Federal and state law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number, date of birth, driving record, income;</li> <li>• Credit history, credit-based insurance scores, insurance claim history, payment history.</li> </ul>
<b>How?</b>	Insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons Erie Insurance chooses to share; and whether you can limit this sharing.

Reasons we can share your nonpublic personal information	Does Erie Insurance share?	Can you limit sharing?
<b>For our everyday business purposes</b> —as permitted or required by law, we may disclose information about you to third parties such as: <ul style="list-style-type: none"> <li>• Erie Insurance agents and other companies to process and service insurance transactions</li> <li>• Claims adjusters and attorneys in the processing of an insurance claim</li> <li>• A court of law in connection with a legal proceeding</li> <li>• Consumer reporting agencies and insurance support organizations</li> <li>• Government agencies which conduct examinations of our procedures.</li> </ul>	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you, we may disclose information we receive from you on applications or other forms such as your name and contact information to companies that perform marketing services for us such as Erie Insurance agents, mail houses and data processors.	Yes	No
<b>For joint marketing with other financial companies</b> —we may disclose information we receive from you on applications or other forms such as your name and contact information to other financial companies with which we have joint marketing agreements such as Erie Insurance agents.	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences – this can include information such as your policy coverage, premiums, and payment history.	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness—this can include information we receive from a credit reporting agency such as insurance score and claims history.	Yes	Yes*
<b>For nonaffiliates to market to you</b>	No	We do not share

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call <b>1-800-458-0811</b>—Option 4 for Customer Service or</li> <li>• Visit us online: <a href="http://erieinsurance.com/optout">erieinsurance.com/optout</a></li> </ul> <p><b>*Please note:</b> If you are a <b>new</b> customer, we can begin sharing this information among the Erie Insurance affiliates 30 days from the date we provided this notice. When you are <b>no longer</b> our customer, we continue to share and protect your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>Questions?</b>	Call <b>1-800-458-0811</b> —Option 4 for Customer Service



<b>Who we are</b>	
<b>Who is providing this notice?</b>	The Erie Insurance Group companies including property and casualty and life insurance licensees and financial companies listed below are providing this notice.
<b>What we do</b>	
<b>How does Erie Insurance protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We protect your nonpublic personal information under our control by:</p> <ul style="list-style-type: none"> <li>• limiting access for legitimate business needs and</li> <li>• maintaining physical, electronic, and procedural safeguards in accordance with applicable laws and regulations.</li> </ul>
<b>How does Erie Insurance collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• apply for insurance</li> <li>• pay insurance premiums</li> <li>• file an insurance claim</li> <li>• give us your income information</li> <li>• give us your contact information.</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies including, for example, from:</p> <ul style="list-style-type: none"> <li>• your insurance agent or producer</li> <li>• you on applications or other forms such as claims forms or underwriting questionnaires</li> <li>• your transactions with Erie Insurance affiliates listed below or others</li> <li>• consumer reporting agencies.</li> </ul>
<b>Why can't I limit all sharing?</b>	<p>Federal and state law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates everyday business purposes—information about your creditworthiness and insurability</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you.</li> </ul>
<b>What happens when I limit sharing for a policy I hold jointly with someone else?</b>	Your choices will apply to everyone on your policy.
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies affiliated with Erie Insurance Exchange; financial companies such as Erie Indemnity Company and insurance licensees such as Erie Insurance Exchange, Flagship City Insurance Company and Erie Family Life Insurance Company.
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Erie Insurance does not share with non-Erie Insurance companies so they can market their products to you.</p>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market insurance products or services to you.</p> <p>Our joint marketing partners include insurance licensees such as Erie Insurance agents.</p>
<ul style="list-style-type: none"> <li>• Erie Insurance Exchange</li> <li>• Erie Indemnity Company</li> <li>• Erie Family Life Insurance Corp.</li> <li>• Erie Insurance Company</li> <li>• Erie Insurance Company of New York</li> <li>• Erie Insurance Property &amp; Casualty Company</li> <li>• Flagship City Insurance Company</li> <li>• E I Service Corp.</li> <li>• Erie Resource Management Corp.</li> </ul>	





ERIE INSURANCE GROUP

 AUTO  
 ABBB01 (Ed. 8/88) UF-5487

## AUTO MEDICAL PAYMENTS AND DEATH BENEFIT COVERAGE ENDORSEMENT

### OUR PROMISE

#### Medical Payments

We will pay your reasonable medical expenses when you suffer bodily injury in an accident. Bodily injury means physical harm, sickness, disease or resultant death. Injury must be caused by an accident:

1. while you are occupying or using an auto we insure, or
2. when you are hit as a pedestrian by any auto.

Medical expenses include necessary medical, dental, ambulance, hospital, licensed nurse and funeral expenses and services. Hearing aids and eyeglasses are included. These expenses and services must be incurred within three years of the date of the accident.

#### Death Benefit

If you die as the result of bodily injury in an accident under this coverage, we will pay any balance remaining from the limit of protection after paying the medical expenses, up to a maximum of \$5000. We will pay this benefit to the surviving kin we choose or to the victim's estate. The amount of the Death Benefit will never be less than \$1000 nor more than \$5000.

We will pay this benefit provided death occurs within one year of the date of the accident, claim is made within 60 days after death and there are surviving kin. Surviving kin means a spouse residing in the same household or any parent, child or dependent.

### OTHERS WE PROTECT

1. Any relative.
2. Each active partner, if the Named Insured is a partnership.
3. Each active executive officer, if the Named Insured is a corporation.
4. Except for the Death Benefit, anyone else while occupying an auto we insure.

### LIMITATIONS ON OUR DUTY TO PAY

#### What We Do Not Cover - Exclusions

We do not cover injuries sustained by:

1. anyone occupying or using any auto we insure while hired by or rented to others for a fee, or while available for hire by the public. We will protect you or a relative while occupying or using any non-owned auto. "Fee" does not include payment received in a car pool or for trips for non-profit social, educational or charitable agencies.

*This exclusion does not apply when this endorsement is attached to ERIE's Pioneer Commercial Auto Insurance Policy or Pioneer Garage/Auto Insurance Policy.*

2. anyone occupying or using a vehicle located for use as a premises.
3. anyone occupying or being struck by an auto you own or that is furnished or available for your regular use, unless it is an auto we insure for this coverage.
4. a relative occupying or being struck by an auto owned by, furnished or available for the regular use of any relative, unless it is an auto we insure for this coverage.
5. anyone while working in a business that sells, repairs, services or parks autos, unless the business is yours.
6. your employee while working for you. Coverage does apply to a domestic employee not covered by workers compensation benefits.
7. anyone while using an auto without permission of the owner or reasonable belief that such permission exists.
8. anyone due to war (declared or undeclared), insurrection, rebellion or revolution.
9. anyone injured by radioactive, explosive, toxic or other hazardous properties of nuclear material.
10. anyone while occupying or using a motorcycle or recreational motor vehicle. A motorcycle is a two or three-wheel motor vehicle. Recreational motor vehicle means any land motor vehicle designed for recreational use off public roads.



**LIMIT OF PROTECTION**

Our promise to pay is restricted to the limit shown on the **Declarations** for one **auto**. The limit applies to each person we protect. The insuring of more than one **auto** under this coverage does not increase the limit of protection. We will not pay any person twice for the same elements of loss.

**OTHER INSURANCE**

If there is other similar **auto** insurance applicable to loss under:

**Medical Payments** - We will pay our share of the loss. Our share will be the proportion the limit of protection of this coverage bears to the total limit of protection of all applicable insurance. For any loss involving the use of an **auto** we insure that you do not own, we will pay the amount of the loss not covered by other insurance, up to the applicable limit shown on the **Declarations** for this coverage.

**Death Benefit** - Any Death Benefit will be reduced by all medical expenses paid by us or any other auto insurance company. If a Death Benefit is paid under another auto policy issued by an ERIE Insurance Group company, our payment under this policy will be reduced by that amount.

**PAYMENT OF LOSS**

At our option, we will pay the injured person or any party furnishing medical services. Payment to such a party will reduce the amount we owe the injured person. Payment under this coverage does not mean that we or anyone we protect is legally liable.

We will not reimburse any government or any insurance company for payments made for the same injury.